

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

January 2023 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

OLAF KYROS GUSTAFSSON,
aka "Sir Olaf Gustafsson,"
aka "El Silencio,"

Defendant.

CR No. 2:23-cr-00576-FLA

I N D I C T M E N T

[18 U.S.C. § 1349: Conspiracy to Commit Wire Fraud and Mail Fraud; 18 U.S.C. § 1343: Wire Fraud; 18 U.S.C. § 1341: Mail Fraud; 18 U.S.C. § 1956(h): Conspiracy to Engage in Money Laundering; 18 U.S.C. §§ 1956, 1957: Money Laundering; 18 U.S.C. §§ 981(a)(1)(C), 982(a)(1) and 28 U.S.C. § 2461(c): Criminal Forfeiture]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Indictment:

1. Escobar, Inc. was a corporation registered in the Commonwealth of Puerto Rico. According to its website, Escobar, Inc. held successor in interest rights to the persona and legacy of Pablo Escobar, the deceased Colombian narcoterrorist and head of the

1 Medellin Cartel. Escobar, Inc. used the likeness and persona of
2 Pablo Escobar to market and sell purported consumer products to the
3 public.

4 2. Defendant OLAF KYROS GUSTAFSSON, also known as ("aka") "Sir
5 Olaf Gustafsson," aka "El Silencio," was the Chief Executive Officer
6 of Escobar, Inc.

7 B. OBJECTS OF THE CONSPIRACY

8 3. Beginning on a date unknown, but no later than in or around
9 July 2019, and continuing through on or about November 21, 2023, in
10 Los Angeles, Orange, Riverside, and San Bernardino Counties, within
11 the Central District of California, and elsewhere, defendant
12 GUSTAFSSON conspired with others known and unknown to the Grand Jury
13 to commit wire fraud, in violation of Title 18, United States Code,
14 Section 1343, and mail fraud, in violation of Title 18, United States
15 Code, Section 1341.

16 C. MANNER AND MEANS OF THE CONSPIRACY

17 4. The objects of the conspiracy were to be accomplished, in
18 substance, as follows:

19 a. Defendant GUSTAFSSON and others known and unknown to
20 the Grand jury would identify existing products in the marketplace
21 that were being manufactured and sold to the public.

22 b. Defendant GUSTAFSSON and others known and unknown to
23 the Grand Jury would use the Escobar persona to market and advertise
24 similar and competing products purportedly being sold by Escobar,
25 Inc.

26 c. Defendant GUSTAFSSON and others known and unknown to
27 the Grand Jury would advertise the competing Escobar, Inc. products
28

1 at a price substantially lower than the existing counterparts that
2 were already being sold by other companies.

3 d. Defendant GUSTAFSSON and others known and unknown to
4 the Grand Jury would purport to sell the purported Escobar, Inc.
5 products to consumers, including to customers residing in the Central
6 District of California, and elsewhere.

7 e. Defendant GUSTAFSSON and others known and unknown to
8 the Grand Jury would communicate with purported Escobar, Inc.
9 customers, located in the Central District of California and
10 elsewhere, including by using email in interstate and foreign
11 commerce.

12 f. Defendant GUSTAFSSON and others known and unknown to
13 the Grand Jury would receive payments from customers for purported
14 Escobar, Inc. products, including payments through payment processors
15 such as PayPal, Klarna, CC Bill, Stripe, Coinbase, Coinpayments,
16 among others, as well as through mailed and deposited checks and
17 direct bank wire transfers made by customers, including through
18 Fedwire, Swift, and other transfers in interstate and foreign
19 commerce, to various accounts owned by defendant GUSTAFSSON and
20 others known and unknown to the Grand Jury.

21 g. In actuality, however, despite receiving payments from
22 customers intending to purchase Escobar, Inc. products, defendant
23 GUSTAFSSON and his co-conspirators did not deliver the Escobar, Inc.
24 products to paying customers, as those products did not exist.

25 h. Defendant GUSTAFSSON and others known and unknown to
26 the Grand Jury would then transfer and launder the funds paid by
27 customers through various bank accounts, including accounts in the
28 Central District of California and elsewhere in the United States and

1 abroad, ultimately to accounts owned by defendant GUSTAFSSON, his
2 family members, and others, who would then use the customer funds for
3 their own personal use.

4 i. Examples of purported Escobar, Inc. products that were
5 marketed and sold, but were not delivered to customers, included, but
6 were not limited to, the following:

7 Escobar Flamethrower

8 i. In or around July 2019, defendant GUSTAFSSON
9 began advertising the Escobar Flamethrower for sale to customers.
10 The Escobar Flamethrower was modeled after the "Not a Flamethrower"
11 marketed and sold by Elon Musk's The Boring Company for \$500.
12 Defendant GUSTAFSSON and others known and unknown to the Grand Jury
13 marketed the purported Escobar Flamethrower for sale for \$249.
14 Defendant GUSTAFSSON and others known and unknown to the Grand Jury
15 sold and accepted payment from customers for the Escobar
16 Flamethrower, but the Escobar Flamethrowers were not delivered to
17 paying customers.

18 Escobar Fold Phone

19 ii. In or around December 2019, defendant GUSTAFSSON
20 began advertising the Escobar Fold Phone for sale to customers. The
21 Escobar Fold Phone was marketed as being designed in the United
22 States, manufactured in Hong Kong, and available for sale for \$349
23 via the Escobar, Inc. website. Defendant GUSTAFSSON and others known
24 and unknown to the Grand Jury sold and accepted payment from
25 customers for the Escobar Fold Phone, but the phones were not
26 delivered to paying customers.

Escobar Fold 2 Phone

iii. In or around February 2020, defendant GUSTAFSSON began advertising the "upgraded" Escobar Fold 2 Phone for sale to customers. The Escobar Fold 2 Phone was marketed as a competitor to the Samsung Galaxy Fold phone, and was available for sale for \$400 via the Escobar, Inc. website. Defendant GUSTAFSSON and others known and unknown to the Grand Jury sold and accepted payment from customers for the Escobar Fold 2 Phone, but phones were not delivered to paying customers.

Escobar Gold 11 Pro Phone

iv. In or around May 2020, defendant GUSTAFSSON began advertising the Escobar Gold 11 Pro Phone. The Escobar Gold 11 Pro Phone was marketed as a refurbished Apple iPhone 11 Pro, plated in 24 karat gold, available for sale for \$500 via the Escobar, Inc. website. Defendant GUSTAFSSON and others known and unknown to the Grand Jury sold and accepted payment from customers for the Escobar Gold 11 Pro Phone, but phones were not delivered to paying customers.

Escobar Cash

v. In or around December 2021, defendant GUSTAFSSON began advertising Escobar Cash, which was marketed as the world's first "physical cryptocurrency," which was available for sale in several denominations at a U.S. dollar conversion rate of 1/1000th of U.S. dollar face value. Defendant GUSTAFSSON and others known and unknown to the Grand Jury sold and accepted payment from customers for Escobar Cash, but no physical currency or any other cryptocurrency was delivered to paying customers.

j. In furtherance of the scheme, and to further defraud customers, defendant GUSTAFSSON and others known and unknown to the

1 Grand Jury would send crudely-made samples of purported Escobar, Inc.
2 products to online technology reviewers and social media influencers
3 in order to attempt to increase demand among the public for the
4 purported Escobar, Inc. products. For example, defendant GUSTAFSSON
5 and others known and unknown to the Grand Jury sent Samsung Galaxy
6 Fold Phones wrapped in gold foil and disguised as Escobar, Inc.
7 phones to online technology reviewers to attempt to induce victims
8 who watch the online reviews into purchasing and paying for Escobar,
9 Inc. products that would never actually be delivered.

10 k. Also in furtherance of the scheme, rather than sending
11 customers the products for which they paid, defendant GUSTAFSSON and
12 others known and unknown to the Grand Jury would mail to customers a
13 "Certificate of Ownership," or a book or other promotional materials
14 for Escobar, Inc., so that there was record of a mailing from
15 Escobar, Inc. to the customer. When a paying customer would attempt
16 to obtain a refund when the product was never delivered, defendant
17 GUSTAFSSON and others known and unknown to the Grand Jury would
18 fraudulently refer the payment processor to the proof of mailing for
19 the Certificate of Ownership or other mailed promotional materials as
20 proof that the product itself was shipped and received by the
21 customer, such that the refund requests would be denied.

22 D. OVERT ACTS

23 5. On or about the following dates, in furtherance of the
24 conspiracy, and to accomplish its objects, defendant GUSTAFSSON, and
25 others known and unknown to the Grand Jury, committed and caused to
26 be committed various overt acts in the Central District of California
27 and elsewhere, including, but not limited to, the following:
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1 Overt Act No. 1: In or around July 2019, defendant GUSTAFSSON
2 and others known and unknown to the Grand Jury began marketing the
3 Escobar Flamethrower for sale.

4 Overt Act No. 2: On July 11, 2019, defendant GUSTAFSSON and
5 others known and unknown to the Grand Jury accepted a PayPal payment
6 of \$249 from victim D.R. in the Central District of California, for
7 purchase of an Escobar Flamethrower that was never delivered.

8 Overt Act No. 3: On July 11, 2019, defendant GUSTAFSSON and
9 others known and unknown to the Grand Jury accepted a PayPal payment
10 of \$249 from victim D.V. in the Central District of California, for
11 purchase of an Escobar Flamethrower that was never delivered.

12 Overt Act No. 4: On July 11, 2019, defendant GUSTAFSSON and
13 others known and unknown to the Grand Jury accepted a PayPal payment
14 of \$249 from victim J.H. in the Central District of California, for
15 purchase of an Escobar Flamethrower that was never delivered.

16 Overt Act No. 5: On July 12, 2019, defendant GUSTAFSSON and
17 other known and unknown to the Grand Jury accepted a PayPal payment
18 of \$249 from victim T.W. in the Central District of California, for
19 purchase of an Escobar Flamethrower that was never delivered.

20 Overt Act No. 6: On or after July 12, 2019, defendant
21 GUSTAFSSON and others known and unknown to the Grand Jury mailed,
22 through United States Mail, a Certificate of Ownership for an Escobar
23 Flamethrower to victim T.W. in the Central District of California.

24 Overt Act No. 7: On July 12, 2019, defendant GUSTAFSSON and
25 others known and unknown to the Grand Jury accepted a PayPal payment
26 of \$249 from victim B.R. in Henderson, Nevada, for purchase of an
27 Escobar Flamethrower that was never delivered.

1 Overt Act No. 8: On July 12, 2019, defendant GUSTAFSSON and
2 others known and unknown to the Grand Jury accepted a PayPal payment
3 of \$249 from victim N.G. in Mentor, Ohio, for purchase of an Escobar
4 Flamethrower that was never delivered.

5 Overt Act No. 9: On July 13, 2019, defendant GUSTAFSSON and
6 others known and unknown to the Grand Jury mailed, through United
7 States Mail, a Certificate of Ownership for an Escobar Flamethrower
8 to victim D.R. in the Central District of California.

9 Overt Act No. 10: On July 13, 2019, defendant GUSTAFSSON and
10 others known and unknown to the Grand Jury mailed, through United
11 States Mail, a Certificate of Ownership for an Escobar Flamethrower
12 to victim J.H. in the Central District of California.

13 Overt Act No. 11: On July 13, 2019, defendant GUSTAFSSON and
14 others known and unknown to the Grand Jury accepted a PayPal payment
15 of \$249 from victim P.F. in Woodside, New York, for purchase of an
16 Escobar Flamethrower that was never delivered.

17 Overt Act No. 12: On or after July 13, 2019, defendant
18 GUSTAFSSON and others known and unknown to the Grand Jury mailed,
19 through United States Mail, a Certificate of Ownership for an Escobar
20 Flamethrower to victim P.F. in Woodside, New York.

21 Overt Act No. 13: On July 13, 2019, defendant GUSTAFSSON and
22 others known and unknown to the Grand Jury accepted a PayPal payment
23 of \$249 from victim A.W. in the Central District of California, for
24 purchase of an Escobar Flamethrower that was never delivered.

25 Overt Act No. 14: On or after July 13, 2019, defendant
26 GUSTAFSSON and others known and unknown to the Grand Jury mailed,
27 through United States Mail, a Certificate of Ownership for an Escobar
28 Flamethrower to victim A.W. in the Central District of California.

1 Overt Act No. 15: On July 14, 2019, defendant GUSTAFSSON and
2 others known and unknown to the Grand Jury accepted a PayPal payment
3 of \$279 from victim C.P. in Wasaga Beach, Ontario, Canada, for
4 purchase of an Escobar Flamethrower that was never delivered.

5 Overt Act No. 16: On July 19, 2019, defendant GUSTAFSSON and
6 others known and unknown to the Grand Jury accepted a PayPal payment
7 of \$199 from victim P.M. in the Central District of California, for
8 purchase of an Escobar Flamethrower that was never delivered.

9 Overt Act No. 17: On July 30, 2019, defendant GUSTAFSSON and
10 others known and unknown to the Grand Jury mailed, through United
11 States Mail, a Certificate of Ownership for an Escobar Flamethrower
12 to victim D.V. in the Central District of California.

13 Escobar Fold Phone

14 Overt Act No. 18: In or around December 2019, defendant
15 GUSTAFSSON and others known and unknown to the Grand Jury began
16 marketing the Escobar Fold Phone for sale.

17 Overt Act No. 19: In or around February 2020, defendant
18 GUSTAFSSON and others known and unknown to the Grand Jury began
19 marketing the Escobar Fold Phone 2 for sale.

20 Overt Act No. 20: In or around February 2020, after M.B., a
21 Youtube technology reviewer, had previously attempted to purchase an
22 Escobar Fold that was never delivered, defendant GUSTAFSSON and
23 others known and unknown to the Grand Jury sent an email to M.B.,
24 requesting that M.B. conduct an online review of the Escobar Fold 2
25 phone.

26 Overt Act No. 21: In or around February 2020, defendant
27 GUSTAFSSON and others known and unknown to the Grand Jury sent M.B. a
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1 Samsung Fold phone wrapped in gold foil, purporting to be an Escobar
2 Fold 2 phone, for M.B. to conduct and post an online review.

3 Overt Act No. 22: In or around February 2020, defendant
4 GUSTAFSSON and others known and unknown to the Grand Jury sent an
5 email to L.H., a Youtube technology reviewer, requesting that L.H.
6 conduct an online review of the Escobar Fold 2 phone.

7 Overt Act No. 23: In or around February 2020, defendant
8 GUSTAFSSON and others known and unknown to the Grand Jury sent W.D.,
9 the office manager for L.H., a Samsung Galaxy Fold phone purporting
10 to be an Escobar Fold 2 phone, for L.H. to conduct and post an online
11 review.

12 Overt Act No. 24: On February 13, 2020, defendant GUSTAFSSON
13 and others known and unknown to the Grand Jury accepted a Fedwire
14 transfer of \$150 from victim J.M. in Las Vegas, Nevada, for purchase
15 of Escobar Fold 2 that was never delivered.

16 Overt Act No. 25: On February 18, 2020, defendant GUSTAFSSON
17 and others known and unknown to the Grand Jury accepted a Fedwire
18 transfer of \$374 from victim J.M. in Las Vegas, Nevada, for purchase
19 of Escobar Fold 2 that was never delivered.

20 Overt Act No. 26: On February 18, 2020, defendant GUSTAFSSON
21 and others known and unknown to the Grand Jury accepted a Fedwire
22 transfer of \$399 from victim S.B. in the Central District of
23 California, for purchase of an Escobar Fold 2 phone that was never
24 delivered.

25 Overt Act No. 27: On February 18, 2020, defendant GUSTAFSSON
26 and others known and unknown to the Grand Jury accepted a Fedwire
27 transfer of \$399 from victim S.G. in the Central District of
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1 California, for purchase of an Escobar Fold 2 phone that was never
2 delivered.

3 Overt Act No. 28: On February 23, 2020, defendant GUSTAFSSON
4 and others known and unknown to the Grand Jury accepted a
5 cryptocurrency payment of \$400 via Coinpayments from victim R.C.,
6 sent from the Central District of California, for purchase of an
7 Escobar Fold phone that was never delivered.

8 Overt Act No. 29: On February 28, 2020, defendant GUSTAFSSON
9 and others known and unknown to the Grand Jury accepted a check for
10 \$549 from victim T.D., deposited in the Central District of
11 California, for purchase of an Escobar Fold 2 that was never
12 delivered.

13 Overt Act No. 30: On March 13, 2020, defendant GUSTAFSSON and
14 others known and unknown to the Grand Jury accepted a Fedwire
15 transfer of \$399 from victim A.Q. in Brooklyn, New York, for purchase
16 of an Escobar Fold 2 phone that was never delivered.

17 Overt Act No. 31: On April 22, 2020, defendant GUSTAFSSON and
18 others known and unknown to the Grand Jury accepted an international
19 Swift transfer of \$399 from an undercover agent from the Internal
20 Revenue Service, Criminal Investigations (the "Undercover Agent") in
21 Las Vegas, Nevada, for purchase of an Escobar Fold 2 phone that was
22 never delivered.

23 Overt Act No. 32: In or around May 2020, defendant GUSTAFSSON
24 and others known and unknown to the Grand Jury sent M.B. an Apple
25 iPhone wrapped in gold foil, purporting to be an Escobar Gold 11 Pro
26 phone, for M.B. to conduct and post an online review.

27 Overt Act No. 33: On May 12, 2020, defendant GUSTAFSSON and
28 others known and unknown to the Grand Jury accepted payment of \$400

1 in the form of Bitcoin cryptocurrency from the Undercover Agent in
2 Las Vegas, Nevada, for purchase of an Escobar Fold 2 phone that was
3 never delivered.

4 Overt Act No. 34: On May 28, 2020, defendant GUSTAFSSON and
5 others known and unknown to the Grand Jury sent an email to W.D.
6 informing W.D. that Escobar, Inc. was sending W.D. a new Escobar
7 phone in the mail.

8 Overt Act No. 35: On May 28, 2020, defendant GUSTAFSSON and
9 others known and unknown to the Grand Jury sent W.D. a package with
10 another phone for review, which W.D. returned unopened.

11 Overt Act No. 36: On May 28, 2020, defendant GUSTAFSSON and
12 others known and unknown to the Grand Jury accepted a Fedwire
13 transfer of \$500 from victim G.W. in Paradise Valley, Arizona, for
14 purchase of an Escobar Gold 11 Pro phone that was never delivered.

15 Overt Act No. 37: On or before May 29, 2020, defendant
16 GUSTAFSSON and others known and unknown to the Grand Jury sent A.M.,
17 a YouTube technology reviewer, a Samsung Galaxy Fold phone wrapped in
18 gold foil, purporting to be an Escobar Fold 2 phone, for A.M. to
19 conduct and post an online review.

20 Overt Act No. 38: On May 29, 2020, defendant GUSTAFSSON and
21 others known and unknown to the Grand Jury accepted a Fedwire
22 transfer of \$499 from victim E.P. in the Central District of
23 California, for purchase of an Escobar Gold 11 Pro phone that was
24 never delivered.

25 Overt Act No. 39: On March 28, 2022, defendant GUSTAFSSON and
26 others known and unknown to the Grand Jury accepted an international
27 Swift transfer of \$110 from an Undercover Agent in New York, New York
28 for purchase of Escobar Cash that was never delivered.

COUNTS TWO THROUGH TEN

[18 U.S.C. §§ 1343, 2(a)]

[ALL DEFENDANTS]

6. The Grand Jury re-alleges and incorporates paragraphs 1 through 5 of this Indictment here.

A. THE SCHEME TO DEFRAUD

7. Beginning on or about a date unknown, but no later than in or around July 2019, and continuing to in or about November 21, 2023, in Los Angeles, Orange, Riverside, and San Bernardino Counties, within the Central District of California, and elsewhere, defendant OLAF KYROS GUSTAFSSON, also known as "Sir Olaf Gustafsson," aka "El Silencio," and others known and unknown to the Grand Jury, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud customer victims as to material matters, and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

8. The scheme to defraud operated, in substance, as described in paragraph 4 of this Indictment, which is re-alleged and incorporated here.

B. USE OF THE WIRES

9. On or about the dates set forth below, in Los Angeles, Orange, Riverside, and San Bernardino Counties, within the Central District of California, defendant GUSTAFSSON, and others known and unknown to the Grand Jury, for the purpose of executing the above-described scheme to defraud, caused the transmission of the following items by means of wire communication in interstate commerce:

Count	Date	Wire Transmission
TWO	7/11/2019	PayPal payment of \$249 by victim D.R. in the Central District of California to PayPal account ending in 9933.
THREE	7/11/2019	PayPal payment of \$249 by victim D.V. in the Central District of California to PayPal account ending in 9933.
FOUR	7/11/2019	PayPal payment of \$249 by victim J.H. in the Central District of California to PayPal account ending in 9933.
FIVE	7/12/2019	PayPal payment of \$249 by victim T.W. in the Central District of California to PayPal account ending in 9933.
SIX	7/13/2019	PayPal payment of \$249 by victim A.W. in the Central District of California to PayPal account ending in 9933.
SEVEN	7/19/2019	PayPal payment of \$199 by victim P.M. in the Central District of California to PayPal account ending in 9933.
EIGHT	2/18/2020	Wire transfer of \$399 by victim S.B. in the Central District of California to Wells Fargo Business Checking Account ending in 8975.
NINE	2/18/2020	Wire transfer of \$399 by victim S.G. in the Central District of California to Wells Fargo Business Checking Account ending in 8975.
TEN	5/29/2020	Wire transfer of \$499 by victim E.P. in the Central District of California to PNC Bank Account ending in 5111.

COUNTS ELEVEN THROUGH THIRTEEN

[18 U.S.C. §§ 1341, 2(a), (b)]

10. The Grand Jury re-alleges and incorporates paragraphs 1 through 5 of this Indictment here.

A. THE SCHEME TO DEFRAUD

11. Beginning on or about a date unknown, but no later than in or around July 2019, and continuing to in or about November 21, 2023, in Los Angeles, Orange, Riverside, and San Bernardino Counties, within the Central District of California, and elsewhere, defendant OLAF KYROS GUSTAFSSON, also known as ("aka") "Sir Olaf Gustafsson," aka "El Silencio," and others known and unknown to the Grand Jury, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud customer victims as to material matters, and to obtain money and property by means of material false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

12. The scheme to defraud operated, in substance, as described in paragraph 4 of this Indictment, which is re-alleged and incorporated here.

B. USE OF THE MAILS

13. On or about the dates set forth below, in Los Angeles, Orange, Riverside, and San Bernardino Counties, within the Central District of California, defendant GUSTAFSSON, and others known and unknown to the Grand Jury, for the purpose of executing the above-described scheme to defraud, placed and willfully caused to be placed in a post office and authorized depository for mail matter, to be sent and delivered by the United States Postal Service, and knowingly

caused to be delivered by mail according to the directions thereon,
the following, at the following addresses:

Count	Date	Recipient	Mail Matter
ELEVEN	7/13/2019	D.R. in Gardena, California	Certificate of Ownership for Escobar Flamethrower
TWELVE	7/13/2019	J.H. in Commerce, California	Certificate of Ownership for Escobar Flamethrower
THIRTEEN	7/30/2019	D.V. in Los Angeles, California	Certificate of Ownership for Escobar Flamethrower

COUNT FOURTEEN

[18 U.S.C. § 1956(h)]

14. Grand Jury re-alleges and incorporates paragraphs 1 through 5 of this Indictment here.

A. OBJECTS OF THE CONSPIRACY

15. Beginning on a date unknown, but no later than in or around July 2019, and continuing through on or about November 21, 2023, in Los Angeles, Orange, Riverside, and San Bernardino Counties, within the Central District of California, and elsewhere, defendant OLAF KYROS GUSTAFSSON, also known as "Sir Olaf Gustafsson," aka "El Silencio," conspired with others known and unknown to the Grand Jury to knowingly and intentionally commit the following offenses against the United States:

a. Knowing that property involved in a financial transaction represented the proceeds of some form of unlawful activity, and which property was, in fact, the proceeds of specified unlawful activity, namely, conspiracy to engage in wire and mail fraud, in violation of Title 18, United States Code, Section 1349, wire fraud, in violation of Title 18, United States Code, Section 1343, and mail fraud, in violation of Title 18, United States Code, Section 1341, and to conduct and attempt to conduct financial transactions knowing that the transactions were designed in whole and in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of said unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i);

b. Knowing that property involved in a financial transaction represented the proceeds of some form of unlawful

1 activity, and which property was, in fact, the proceeds of specified
2 unlawful activity, namely, conspiracy to engage in wire and mail
3 fraud, in violation of Title 18, United States Code, Section 1349,
4 wire fraud, in violation of Title 18, United States Code, Section
5 1343, and mail fraud, in violation of Title 18, United States Code,
6 Section 1341, to conduct and attempt to conduct financial
7 transactions to, from, and through places outside the United States,
8 knowing that the transactions were designed in whole and in part to
9 conceal and disguise the nature, the location, the source, the
10 ownership, and the control of the proceeds of said unlawful activity,
11 in violation of Title 18, United States Code, Section
12 1956(a)(2)(B)(i); and

13 c. To knowingly engage and attempt to engage in monetary
14 transactions involving criminally derived property of a value greater
15 than \$10,000, which property represented the proceeds of specified
16 unlawful activity, namely, conspiracy, wire fraud, and mail fraud, in
17 violation of Title 18, United States Code, Section 1957(a).

18 B. MANNER AND MEANS OF THE CONSPIRACY

19 16. The objects of the conspiracy were to be accomplished, in
20 substance, as follows:

21 a. Defendant GUSTAFSSON and others known and unknown to
22 the Grand Jury would cause bank accounts to be opened under their own
23 names and names of entities they controlled to be used as funnel
24 accounts, that is, bank accounts into which they would deposit and
25 withdraw proceeds derived from conspiracy, wire fraud, and mail
26 fraud, so as to conceal and disguise the nature, location, source,
27 ownership, and control of the proceeds.

1 b. Defendant GUSTAFSSON and others known and unknown to
2 the Grand Jury would transfer, deposit, or cause victims to deposit,
3 proceeds derived from conspiracy, wire fraud, and mail fraud into the
4 funnel accounts.

5 c. Defendant GUSTAFSSON and others known and unknown to
6 the Grand Jury would withdraw or transfer the fraudulently obtained
7 funds from the funnel accounts, including through cash withdrawals,
8 check cashing, writing checks, or transferring funds into further
9 accounts under their control, in the United States and elsewhere
10 around the world, and ultimately making payments to themselves and
11 family members.

12 d. Defendant GUSTAFSSON and others known and unknown to
13 the Grand Jury would use the proceeds of the conspiracy, wire fraud,
14 and mail fraud for their own personal use.

15 C. OVERT ACTS

16 17. On or about the following dates, in furtherance of the
17 conspiracy, and to accomplish its objects, defendant GUSTAFSSON, and
18 others known and unknown to the Grand Jury, committed and caused to
19 be committed various overt acts in the Central District of California
20 and elsewhere, including, but not limited to, the following:

21 Overt Act No. 1: On October 11, 2019, defendant GUSTAFSSON
22 and others known and unknown caused the transmission of a wire
23 transfer of \$10,000 from J.P Morgan Chase Bank account ending in 4484
24 in New York, New York, to Wells Fargo Bank account ending in 8975 in
25 San Francisco, California.

26 Overt Act No. 2: On October 11, 2019, defendant GUSTAFSSON
27 and others known and unknown caused the transmission of a wire
28 transfer of \$9,950 from Wells Fargo Bank account ending in 8975 in

1 San Francisco, California, to Abu Dhabi Islamic Bank account ending
2 in 2788 in Abu Dhabi, United Arab Emirates.

3 Overt Act No. 3: On October 15, 2019, defendant GUSTAFSSON
4 and others known and unknown caused the transmission of a wire
5 transfer of \$7,500 from J.P Morgan Chase Bank account ending in 4484
6 in New York, New York, to Wells Fargo Bank account ending in 8975 in
7 San Francisco, California.

8 Overt Act No. 4: On October 16, 2019, defendant GUSTAFSSON
9 and others known and unknown caused the transmission of a wire
10 transfer of \$4,000 from J.P Morgan Chase Bank account ending in 4484
11 in New York, New York, to Wells Fargo Bank account ending in 8975 in
12 San Francisco, California.

13 Overt Act No. 5: On October 18, 2019, defendant GUSTAFSSON
14 and others known and unknown caused the transmission of a wire
15 transfer of \$10,000 from Wells Fargo Bank account ending in 8975 in
16 San Francisco, California, to Abu Dhabi Islamic Bank account ending
17 in 2788 in Abu Dhabi, United Arab Emirates.

18 Overt Act No. 6: On October 22, 2019, defendant GUSTAFSSON
19 and others known and unknown caused the transmission of a wire
20 transfer of \$3,000 from J.P Morgan Chase Bank account ending in 4484
21 in New York, New York, to Wells Fargo Bank account ending in 8975 in
22 San Francisco, California.

23 Overt Act No. 7: On October 24, 2019, defendant GUSTAFSSON
24 and others known and unknown caused the transmission of a wire
25 transfer of \$1,100 from J.P Morgan Chase Bank account ending in 4484
26 in New York, New York, to Wells Fargo Bank account ending in 8975 in
27 San Francisco, California.

1 Overt Act No. 8: On December 16, 2019, defendant GUSTAFSSON
2 and others known and unknown caused the transmission of a wire
3 transfer of \$7,973 from Nordea Bank account ending in 3922 in
4 Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San
5 Francisco, California.

6 Overt Act No. 9: On December 17, 2019, defendant GUSTAFSSON
7 and others known and unknown caused the transmission of a wire
8 transfer of \$20,295 from Nordea Bank account ending in 3922 in
9 Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San
10 Francisco, California.

11 Overt Act No. 10: On December 17, 2019, defendant GUSTAFSSON
12 and others known and unknown caused the transmission of a wire
13 transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in
14 San Francisco, California, to Abu Dhabi Islamic Bank account ending
15 in 2788 in Abu Dhabi, United Arab Emirates.

16 Overt Act No. 11: On December 18, 2019, defendant GUSTAFSSON
17 and others known and unknown caused the transmission of a wire
18 transfer of \$42,075 from Nordea Bank account ending in 3922 in
19 Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San
20 Francisco, California.

21 Overt Act No. 12: On December 18, 2019, defendant GUSTAFSSON
22 and others known and unknown caused the transmission of a wire
23 transfer of \$40,000 from Wells Fargo Bank account ending in 8975 in
24 San Francisco, California, to Abu Dhabi Islamic Bank account ending
25 in 2788 in Abu Dhabi, United Arab Emirates.

26 Overt Act No. 13: On December 20, 2019, defendant GUSTAFSSON
27 and others known and unknown caused the transmission of a wire
28 transfer of \$20,975 from Nordea Bank account ending in 3922 in

1 Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San
2 Francisco, California.

3 Overt Act No. 14: On December 23, 2019, defendant GUSTAFSSON
4 and others known and unknown caused the transmission of a wire
5 transfer of \$12,975 from Nordea Bank account ending in 3922 in
6 Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San
7 Francisco, California.

8 Overt Act No. 15: On December 23, 2019, defendant GUSTAFSSON
9 and others known and unknown caused the transmission of a wire
10 transfer of \$35,175 from Nordea Bank account ending in 3922 in
11 Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San
12 Francisco, California.

13 Overt Act No. 16: On December 23, 2019, defendant GUSTAFSSON
14 and others known and unknown caused the transmission of a wire
15 transfer of \$45,000 from Wells Fargo Bank account ending in 8975 in
16 San Francisco, California, to Abu Dhabi Islamic Bank account ending
17 in 2788 in Abu Dhabi, United Arab Emirates.

18 Overt Act No. 17: On December 26, 2019, defendant GUSTAFSSON
19 and others known and unknown caused the transmission of a wire
20 transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in
21 San Francisco, California, to Abu Dhabi Islamic Bank account ending
22 in 2788 in Abu Dhabi, United Arab Emirates.

23 Overt Act No. 18: On January 2, 2020, defendant GUSTAFSSON and
24 others known and unknown caused the transmission of a wire transfer
25 of \$21,225 from Nordea Bank account ending in 3922 in Stockholm,
26 Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco,
27 California.

1 Overt Act No. 19: On January 2, 2020, defendant GUSTAFSSON and
2 others known and unknown caused the transmission of a wire transfer
3 of \$21,175 from Nordea Bank account ending in 3922 in Stockholm,
4 Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco,
5 California.

6 Overt Act No. 20: On January 2, 2020, defendant GUSTAFSSON and
7 others known and unknown caused the transmission of a wire transfer
8 of \$10,000 from Wells Fargo Bank account ending in 8975 in San
9 Francisco, California, to Abu Dhabi Islamic Bank account ending in
10 2788 in Abu Dhabi, United Arab Emirates.

11 Overt Act No. 21: On January 6, 2020, defendant GUSTAFSSON and
12 others known and unknown caused the transmission of a wire transfer
13 of \$10,000 from Wells Fargo Bank account ending in 8975 in San
14 Francisco, California, to Abu Dhabi Islamic Bank account ending in
15 2788 in Abu Dhabi, United Arab Emirates.

16 Overt Act No. 22: On February 18, 2020, defendant GUSTAFSSON
17 and others known and unknown caused the transmission of a wire
18 transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in
19 San Francisco, California, to Abu Dhabi Islamic Bank account ending
20 in 2788 in Abu Dhabi, United Arab Emirates.

21 Overt Act No. 23: On February 18, 2020, defendant GUSTAFSSON
22 and others known and unknown caused the transmission of a wire
23 transfer of \$20,000 from Wells Fargo Bank account ending in 8975 in
24 San Francisco, California, to Abu Dhabi Islamic Bank account ending
25 in 2788 in Abu Dhabi, United Arab Emirates.

26 Overt Act No. 24: On April 8, 2020, defendant GUSTAFSSON and
27 others known and unknown caused the transmission of a wire transfer
28 of \$275,000 from Nordea Bank account ending in 3922 in Stockholm,

1 Sweden, to Bank of America account ending in 3469 in Wilmington,
2 Delaware.

3 Overt Act No. 25: On April 21, 2020, defendant GUSTAFSSON and
4 others known and unknown caused the transmission of a wire transfer
5 of \$5,000 from Bank of America account ending in 3469 in Wilmington,
6 Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu
7 Dhabi, United Arab Emirates.

8 Overt Act No. 26: On April 21, 2020, defendant GUSTAFSSON and
9 others known and unknown caused the transmission of a wire transfer
10 of \$307,900 from Bank of America account ending in 3469 in
11 Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in
12 2788 in Abu Dhabi, United Arab Emirates.

13 Overt Act No. 27: On April 27, 2020, defendant GUSTAFSSON and
14 others known and unknown caused the transmission of a wire transfer
15 of \$5,000 from Bank of America account ending in 3469 in Wilmington,
16 Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu
17 Dhabi, United Arab Emirates

18 Overt Act No. 28: On May 4, 2020, defendant GUSTAFSSON and
19 others known and unknown caused the transmission of a wire transfer
20 of \$5,000 from Bank of America account ending in 3469 in Wilmington,
21 Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu
22 Dhabi, United Arab Emirates.

23 Overt Act No. 29: On June 1, 2020, defendant GUSTAFSSON and
24 others known and unknown caused the transmission of a wire transfer
25 of \$10,000 from Bank of America account ending in 3469 in Wilmington,
26 Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu
27 Dhabi, United Arab Emirates.

1 Overt Act No. 30: On June 1, 2020, defendant GUSTAFSSON and
2 others known and unknown caused the transmission of a wire transfer
3 of \$10,000 from Bank of America account ending in 3469 in Wilmington,
4 Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu
5 Dhabi, United Arab Emirates.

6 Overt Act No. 31: On June 3, 2020, defendant GUSTAFSSON and
7 others known and unknown caused the transmission of a wire transfer
8 of \$6,000 from Bank of America account ending in 3469 in Wilmington,
9 Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu
10 Dhabi, United Arab Emirates.

11 Overt Act No. 32: On June 10, 2020, defendant GUSTAFSSON and
12 others known and unknown caused the transmission of a wire transfer
13 of \$100 from Abu Dhabi Islamic Bank account ending in 2788 in Abu
14 Dhabi, United Arab Emirates, to Bank of America account ending in
15 3469 in Wilmington, Delaware.

16 Overt Act No. 33: On June 11, 2020, defendant GUSTAFSSON and
17 others known and unknown caused the transmission of a wire transfer
18 of \$26,960 from Abu Dhabi Islamic Bank account ending in 2788 in Abu
19 Dhabi, United Arab Emirates, to Bank of America account ending in
20 3469 in Wilmington, Delaware.

21 Overt Act No. 34: On June 15, 2020, defendant GUSTAFSSON and
22 others known and unknown caused the transmission of a wire transfer
23 of \$27,160 from Abu Dhabi Islamic Bank account ending in 2788 in Abu
24 Dhabi, United Arab Emirates, to Bank of America account ending in
25 3469 in Wilmington, Delaware.

26 Overt Act No. 35: On June 17, 2020, defendant GUSTAFSSON and
27 others known and unknown caused the transmission of a wire transfer
28 of \$27,110 from Abu Dhabi Islamic Bank account ending in 2788 in Abu

1 Dhabi, United Arab Emirates, to Bank of America account ending in
2 3469 in Wilmington, Delaware.

3 Overt Act No. 36: On June 18, 2020, defendant GUSTAFSSON and
4 others known and unknown caused the transmission of a wire transfer
5 of \$17,465 from Abu Dhabi Islamic Bank account ending in 2788 in Abu
6 Dhabi, United Arab Emirates, to Bank of America account ending in
7 3469 in Wilmington, Delaware.

8 Overt Act No. 37: On June 22, 2020, defendant GUSTAFSSON and
9 others known and unknown caused the transmission of a wire transfer
10 of \$235 from EmiratesNDB Bank account ending in 0201 in Dubai, United
11 Arab Emirates, to Bank of America account ending in 3469 in
12 Wilmington, Delaware.

13 Overt Act No. 38: On June 22, 2020, defendant GUSTAFSSON and
14 others known and unknown caused the transmission of a wire transfer
15 of \$79,955 from EmiratesNDB Bank account ending in 0201 in Dubai,
16 United Arab Emirates, to Bank of America account ending in 3469 in
17 Wilmington, Delaware.

18 Overt Act No. 39: On June 23, 2020, defendant GUSTAFSSON and
19 others known and unknown caused the transmission of a wire transfer
20 of \$80,955 from EmiratesNDB Bank account ending in 0201 in Dubai,
21 United Arab Emirates, to Bank of America account ending in 3469 in
22 Wilmington, Delaware.

23 Overt Act No. 40: On June 24, 2020, defendant GUSTAFSSON and
24 others known and unknown caused the transmission of a wire transfer
25 of \$66,955 from EmiratesNDB Bank account ending in 0201 in Dubai,
26 United Arab Emirates, to Bank of America account ending in 3469 in
27 Wilmington, Delaware.

COUNTS FIFTEEN THROUGH FIFTY-FIVE

[18 U.S.C. §§ 1956(a)(1)(B)(i), 2(a), (b)]

18. The Grand Jury realleges paragraphs 1 through 5 and 15 through 17 of this Indictment here.

19. On or about the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, defendant OLAF KYROS GUSTAFSSON, also known as "Sir Olaf Gustafsson," aka "El Silencio," and others known and unknown to the Grand Jury, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, conducted and willfully caused to be conducted a financial transaction involving the proceeds of specified unlawful activity, that is, mail fraud, in violation of Title 18, United States Code, Section 1341, and wire fraud, in violation of Title 18, United States Code, Section 1343, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of such proceeds:

Count	Date	Monetary Transaction
FIFTEEN	10/11/2019	Wire transfer of \$10,000 from J.P Morgan Chase Bank account ending in 4484 in New York, New York, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
SIXTEEN	10/11/2019	Wire Transfer of \$9,950 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SEVENTEEN	10/15/2019	Wire Transfer of \$7,500 from J.P Morgan Chase Bank account ending in 4484 in New York, New York, to Wells Fargo Bank account ending in 8975 in San Francisco, California.

Count	Date	Monetary Transaction
EIGHTEEN	10/16/2019	Wire Transfer of \$4,000 from J.P Morgan Chase Bank account ending in 4484 in New York, New York, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
NINETEEN	10/18/2019	Wire Transfer of \$10,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
TWENTY	10/22/2019	Wire Transfer of \$3,000 from J.P Morgan Chase Bank account ending in 4484 in New York, New York, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
TWENTY-ONE	10/24/2019	Wire Transfer of \$1,100 from J.P Morgan Chase Bank account ending in 4484 in New York, New York, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
TWENTY-TWO	12/16/2019	Wire Transfer of \$7,973 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
TWENTY-THREE	12/17/2019	Wire Transfer of \$20,295 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
TWENTY-FOUR	12/17/2019	Wire Transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
TWENTY-FIVE	12/18/2019	Wire Transfer of \$42,075 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
TWENTY-SIX	12/18/2019	Wire Transfer of \$40,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
TWENTY-SEVEN	12/20/2019	Wire Transfer of \$20,975 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.

Count	Date	Monetary Transaction
TWENTY-EIGHT	12/23/2019	Wire Transfer of \$12,975 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
TWENTY-NINE	12/23/2019	Wire Transfer of \$35,175 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
THIRTY	12/23/2019	Wire Transfer of \$45,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
THIRTY-ONE	12/26/2019	Wire Transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
THIRTY-TWO	1/2/2020	Wire Transfer of \$21,225 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
THIRTY-THREE	1/2/2020	Wire Transfer of \$21,175 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
THEIRTY-FOUR	1/2/2020	Wire Transfer of \$10,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
THIRTY-FIVE	1/6/2020	Wire Transfer of \$10,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
THIRTY-SIX	2/18/2020	Wire Transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
THIRTY-SEVEN	2/18/2020	Wire Transfer of \$20,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.

Count	Date	Monetary Transaction
THIRTY-EIGHT	3/23/2020	Deposit of certified check for \$66,406.85 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Bank of America account ending in 3469 in Wilmington, Delaware.
THIRTY-NINE	4/8/2020	Wire Transfer of \$275,000 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Bank of America account ending in 3469 in Wilmington, Delaware.
FORTY	4/21/2020	Wire Transfer of \$5,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
FORTY-ONE	4/21/2020	Wire Transfer of \$307,900 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
FORTY-TWO	4/27/2020	Wire Transfer of \$5,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
FORTY-THREE	5/4/2020	Wire Transfer of \$5,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
FORTY-FOUR	6/1/2020	Wire Transfer of \$10,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
FORTY-FIVE	6/1/2020	Wire Transfer of \$10,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
FORTY-SIX	6/3/2020	Wire Transfer of \$6,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.

Count	Date	Monetary Transaction
FORTY-SEVEN	6/10/2020	Wire Transfer of \$100 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
FORTY-EIGHT	6/11/2020	Wire Transfer of \$26,960 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
FORTY-NINE	6/15/2020	Wire Transfer of \$27,160 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
FIFTY	6/17/2020	Wire Transfer of \$27,110 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
FIFTY-ONE	6/18/2020	Wire Transfer of \$17,465 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
FIFTY-TWO	6/22/2022	Wire Transfer of \$235 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
FIFTY-THREE	6/22/2022	Wire Transfer of \$79,955 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
FIFTY-FOUR	6/23/2020	Wire Transfer of \$80,955 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
FIFTY-FIVE	6/24/2020	Wire Transfer of \$66,955 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.

COUNTS FIFTY-SIX THROUGH NINETY

[18 U.S.C. §§ 1956(a)(2)(B)(i), 2(a), (b)]

20. The Grand Jury realleges paragraphs 1 through 5 and 15 through 17 this Indictment here.

21. On or about the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, defendant OLAF KYROS GUSTAFSSON, also known as "Sir Olaf Gustafsson," aka "El Silencio," and others known and unknown to the Grand Jury, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, conducted and caused to be conducted a financial transaction to, from, and through a place outside of the United States, involving the proceeds of specified unlawful activity, that is, conspiracy to commit wire fraud and mail fraud, in violation of Title 18, United States Code, Section 1349, wire fraud, in violation of Title 18, United States Code, Section 1343, and mail fraud, in violation of Title 18, United States Code, Section 1341, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds:

Count	Date	Monetary Transaction
FIFTY-SIX	10/11/2019	Wire Transfer of \$9,950 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
FIFTY-SEVEN	10/18/2019	Wire Transfer of \$10,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.

Count	Date	Monetary Transaction
FIFTY-EIGHT	12/16/2019	Wire Transfer of \$7,973 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
FIFTY-NINE	12/17/2019	Wire Transfer of \$20,295 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
SIXTY	12/17/2019	Wire Transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SIXTY-ONE	12/18/2019	Wire Transfer of \$42,075 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
SIXTY-TWO	12/18/2019	Wire Transfer of \$40,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SIXTY-THREE	12/20/2019	Wire Transfer of \$20,975 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
SIXTY-FOUR	12/23/2019	Wire Transfer of \$12,975 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
SIXTY-FIVE	12/23/2019	Wire Transfer of \$35,175 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
SIXTY-SIX	12/23/2019	Wire Transfer of \$45,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.

Count	Date	Monetary Transaction
SIXTY-SEVEN	12/26/2019	Wire Transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SIXTY-EIGHT	1/2/2020	Wire Transfer of \$21,225 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
SIXTY-NINE	1/2/2020	Wire Transfer of \$21,175 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
SEVENTY	1/2/2020	Wire Transfer of \$10,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SEVENTY-ONE	1/6/2020	Wire Transfer of \$10,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SEVENTY-TWO	2/18/2020	Wire Transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SEVENTY-THREE	2/18/2020	Wire Transfer of \$20,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SEVENTY-FOUR	4/8/2020	Wire Transfer of \$275,000 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Bank of America account ending in 3469 in Wilmington, Delaware.
SEVENTY-FIVE	4/21/2020	Wire Transfer of \$5,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.

Count	Date	Monetary Transaction
SEVENTY-SIX	4/21/2020	Wire Transfer of \$307,900 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SEVENTY-SEVEN	4/27/2020	Wire Transfer of \$5,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SEVENTY-EIGHT	5/4/2020	Wire Transfer of \$5,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
SEVENTY-NINE	6/1/2020	Wire Transfer of \$10,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
EIGHTY	6/1/2020	Wire Transfer of \$10,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
EIGHTY-ONE	6/3/2020	Wire Transfer of \$6,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
EIGHTY-TWO	6/10/2020	Wire Transfer of \$100 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
EIGHTY-THREE	6/11/2020	Wire Transfer of \$26,960 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
EIGHTY-FOUR	6/15/2020	Wire Transfer of \$27,160 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.

Count	Date	Monetary Transaction
EIGHTY-FIVE	6/17/2020	Wire Transfer of \$27,110 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
EIGHTY-SIX	6/18/2020	Wire Transfer of \$17,465 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
EIGHTY-SEVEN	6/22/2022	Wire Transfer of \$235 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
EIGHTY-EIGHT	6/22/2022	Wire Transfer of \$79,955 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
EIGHTY-NINE	6/23/2020	Wire Transfer of \$80,955 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
NINETY	6/24/2020	Wire Transfer of \$66,955 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.

COUNTS NINETY-ONE THROUGH ONE HUNDRED FIFTEEN

[18 U.S.C. §§ 1957(a), 2(a), (b)]

22. The Grand Jury realleges paragraphs 1 through 5 and 15 through 17 this Indictment here.

23. On or about the dates set forth below, in Los Angeles County, within the Central District of California, and elsewhere, defendant OLAF KYROS GUSTAFSSON, also known as "Sir Olaf Gustafsson, aka "El Silencio," and others known and unknown to the Grand Jury, knowingly engaged in the following monetary transactions, in and affecting interstate commerce, each of a value greater than \$10,000, involving funds that he knew to be criminally derived property, and which funds, in fact, were derived from specified unlawful activity, that is, conspiracy to commit wire fraud and mail fraud, in violation of Title 18, United States Code, Section 1349, wire fraud, in violation of Title 18, United States Code, Section 1343, and mail fraud, in violation of Title 18, United States Code, Section 1341, as described in paragraphs 1 through 5 of this Indictment:

Count	Date	Monetary Transaction
NINETY-ONE	12/17/2019	Wire Transfer of \$20,295 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
NINETY-TWO	12/17/2019	Wire Transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
NINETY-THREE	12/18/2019	Wire Transfer of \$42,075 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.

Count	Date	Monetary Transaction
NINETY-FOUR	12/18/2019	Wire Transfer of \$40,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
NINETY-FIVE	12/20/2019	Wire Transfer of \$20,975 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
NINETY-SIX	12/23/2019	Wire Transfer of \$12,975 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
NINETY-SEVEN	12/23/2019	Wire Transfer of \$35,175 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
NINETY-EIGHT	12/23/2019	Wire Transfer of \$45,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
NINETY-NINE	12/26/2019	Wire Transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
ONE HUNDRED	1/2/2020	Wire Transfer of \$21,225 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.
ONE HUNDRED ONE	1/2/2020	Wire Transfer of \$21,175 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Wells Fargo Bank account ending in 8975 in San Francisco, California.

Count	Date	Monetary Transaction
ONE HUNDRED TWO	2/18/2020	Wire Transfer of \$15,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
ONE HUNDRED THREE	2/18/2020	Wire Transfer of \$20,000 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
ONE HUNDRED FOUR	3/23/2020	Deposit of certified check for \$66,406.85 from Wells Fargo Bank account ending in 8975 in San Francisco, California, to Bank of America account ending in 3469 in Wilmington, Delaware.
ONE HUNDRED FIVE	4/8/2020	Wire Transfer of \$275,000 from Nordea Bank account ending in 3922 in Stockholm, Sweden, to Bank of America account ending in 3469 in Wilmington, Delaware.
ONE HUNDRED SIX	4/21/2020	Wire Transfer of \$307,900 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
ONE HUNDRED SEVEN	6/1/2020	Wire Transfer of \$10,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
ONE HUNDRED EIGHT	6/1/2020	Wire Transfer of \$10,000 from Bank of America account ending in 3469 in Wilmington, Delaware, to Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates.
ONE HUNDRED NINE	6/11/2020	Wire Transfer of \$26,960 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.

Count	Date	Monetary Transaction
ONE HUNDRED TEN	6/15/2020	Wire Transfer of \$27,160 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
ONE HUNDRED ELEVEN	6/17/2020	Wire Transfer of \$27,110 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
ONE HUNDRED TWELVE	6/18/2020	Wire Transfer of \$17,465 from Abu Dhabi Islamic Bank account ending in 2788 in Abu Dhabi, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
ONE HUNDRED THIRTEEN	6/22/2022	Wire Transfer of \$79,955 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
ONE HUNDRED FOURTEEN	6/23/2020	Wire Transfer of \$80,955 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.
ONE HUNDRED FIFTEEN	6/24/2020	Wire Transfer of \$66,955 from EmiratesNDB Bank account ending in 0201 in Dubai, United Arab Emirates, to Bank of America account ending in 3469 in Wilmington, Delaware.

FORFEITURE ALLEGATION ONE

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), in the event of the defendant's conviction of the offenses set forth in any of Counts One through Thirteen of this Indictment.

2. The defendant, if so convicted, shall forfeit to the United States of America the following:

(a) all right, title, and interest in any and all property, real or personal, constituting, or derived from, any proceeds traceable to the offenses; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), the defendant, if so convicted, shall forfeit substitute property, up to the value of the property described in the preceding paragraph if, as the result of any act or omission of the defendant, the property described in the preceding paragraph or any portion thereof (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to, or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty.

FORFEITURE ALLEGATION TWO

[18 U.S.C. § 982(a)(1)]

1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal Procedure, notice is hereby given that the United States will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 982(a)(1), in the event of the defendant's conviction of the offenses set forth in any of Counts Fourteen through One Hundred Fifteen of this Indictment.

2. The defendant, if so convicted, shall forfeit to the United States of America the following:

(a) Any property, real or personal, involved in such offense, and any property traceable to such property; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

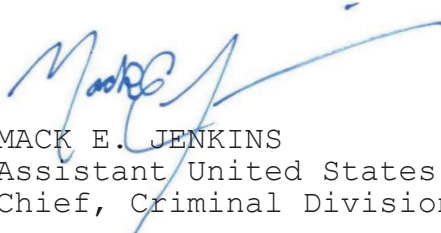
3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1), and Title 18, United States Code, Section 982(b)(2), the defendant, if so convicted, shall forfeit substitute property, if, by any act or omission of the defendant, the property described in the preceding paragraph, or any portion thereof: (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to, or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty. Substitution of assets shall not be ordered, however, where the convicted defendant acted merely as an

1 intermediary who handled but did not retain the property in the
2 course of the money laundering offense unless the defendant, in
3 committing the offense or offenses giving rise to the forfeiture,
4 conducted three or more separate transactions involving a total of
5 \$100,000.00 or more in any twelve-month period.

6
7 A TRUE BILL

8
9 /s/
10 Foreperson

11 E. MARTIN ESTRADA
12 United States Attorney

13 
14 MACK E. JENKINS
15 Assistant United States Attorney
16 Chief, Criminal Division

17 JOSHUA O. MAUSNER
18 Assistant United States Attorney
19 Chief, Violent & Organized Crime
20 Section
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